

**FEDERAL EMERGENCY MANAGEMENT AGENCY
COOPERATING TECHNICAL PARTNERS
MEMORANDUM OF AGREEMENT**

AGREEMENT is made in July, 2001, by these parties: Mitigation Division of Region IX of the Federal Emergency Management Agency (FEMA), and County of Ventura.

BECAUSE the National Flood Insurance Program (NFIP) established by the National Flood Insurance Act of 1968 has several purposes, the most significant being

- To **better indemnify** individuals from losses through the availability of flood insurance;
- To **reduce** future flood damages through community floodplain management regulations; and
- To **reduce costs** for disaster assistance and flood control.

BECAUSE a critical component of the Program is the identification and mapping of the nation's floodplains to create a broad-based awareness of flood hazards and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance;

BECAUSE FEMA administers the NFIP and is authorized by § 1360 of the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4101), to establish and update flood-risk zone data in floodplain areas. Further, in the identification of floodprone areas, FEMA is authorized to consult with, receive information from, and enter into agreements or other arrangements with the head of State, regional, or local agency;

BECAUSE FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; FEMA and its State, regional, and local partners have determined that it is advantageous to encourage and formalize greater cooperation in the flood hazard identification and mapping processes; and many communities and the agencies that serve them have developed considerable technical capabilities and resources that provide the opportunity to improve and expand the collection, development, and evaluation of flood hazard data; and

BECAUSE County of Ventura participates in the NFIP (or shares flood protection and/or floodplain management responsibilities with communities that participate in NFIP) and County of Ventura has been deemed by FEMA to be in good standing in the NFIP; and

BECAUSE County of Ventura has expressed a desire to perform certain functions in the flood hazard identification process and has provided evidence that it has sufficient technical capability and will dedicate the resources necessary to perform these functions.

NOW THEREFORE, it is mutually agreed that the parties enter into this Agreement to work together to create and maintain accurate, up-to-date flood hazard data for FEMA and County of Ventura subject to the terms and conditions recited below.

1. CONSULTATIONS

The **parties** shall collaborate on flood hazard identification activities and shall consult each other to fully **integrate** each other's contributions into flood **hazard** identification efforts. Questions regarding the execution of **the** Agreement will **be** resolved by an implementation committee consisting of a FEMA representative and a County of Ventura representative. In states where statutory and/or regulatory requirements require the State's review and/or approval of new flood **hazard** data, a State representative **also** will serve on **the** implementation committee **as appropriate**. **If the** implementation committee **is** unable to resolve technical issues, **the** issues may **be** resolved through alternative dispute resolution procedure.

2. EVALUATION AND REPORTING

The **parties** shall, on an annual basis, review **the** partnership created by this Agreement to determine and document the activities undertaken to maintain accurate flood hazard data and to **revise the** Agreement as necessary.

3. RESOURCE COMMITMENT

The **parties** agree to commit the appropriate ~~and~~ available human, technical, and financial resources sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this Agreement.

4. STANDARDS

Unless otherwise indicated, all flood **hazard** identification activities will **be** accomplished according to FEMA 37. Flood Insurance Study Guidelines and Specifications for Study Contractors, dated January 1995 and Guidelines and Specifications for Flood Map Production Coordination Contractors, Final Draft, dated February 17, 1999, and all subsequent revisions to these documents.

5. TERM

The respective duties, responsibilities, ~~and~~ commitments of **the parties** in **the Agreement** shall begin on the date this Agreement **is** signed by the parties **and** may be periodically renewed, revised, or terminated at the option of any of the **parties**. The **parties** agree that a 60-day notice shall be given prior to **the** termination of **this** agreement.

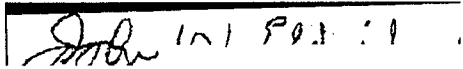
THEREFORE, each party has caused this Agreement to be executed by its duly authorized representatives on the *date* mentioned above.



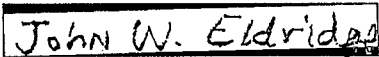
Ronald C. Coons, County of Ventura



Ronald C. Coons, County of Ventura



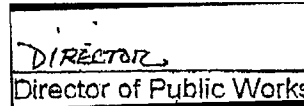
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John W. Eldridge, FEMA(Printed)

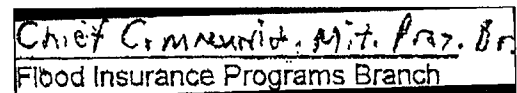
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Date



8-5-01

Date



Flood Insurance Programs Branch